

AGREEMENT

between

CITY OF BOSTON

and

BOSTON POLICE CADET ASSOCIATION

July 1, 2002- September 30, 2006¹

¹ This document encompasses contracts for the terms of July 1, 2002-June 30, 2004 and July 1, 2004 -September 30, 2006. Certain items in this document were not included until the 2004-2006 Agreement.

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THIS AGREEMENT is entered into by the City of Boston, hereinafter "City", and the Boston Police Cadet Association, hereinafter "Association", pursuant to the provisions of Chapter 1078 of the Acts of 1973, as amended (General Laws, Chapter 150E)

WITNESSETH:

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement.

NOW THEREFORE in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I

PERSONS COVERED BY THIS AGREEMENT

The City recognized the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all Boston Police Cadets.

ARTICLE II

NON-DISCRIMINATION

The City and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, national origin, sex, age, or membership or non-membership in the Association.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1. In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, Association dues shall be deducted by the City weekly from the salary

of each employee who executes and remits to the City a form of authorization for payroll deduction of Association dues. Remittance of the aggregate amount of dues deducted shall be made to the Association Treasurer within twenty-five (25) working days after the month in which dues are deducted. For the purpose of the Article, "dues" shall be deemed to include initiation fees and uniform assessments.

Section 2. Payroll Deduction of Agency Service Fee

(a) Pursuant to Chapter 335 of the Acts of 1996, to assure that employees covered by this agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Association, the exclusive bargaining agent of such employee, as an agency service fee, the sum of five dollars (\$5.00) per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Association certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

(b) The Association agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with paragraph (a) of this section.

ARTICLE IV

EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Subject to the operating needs of the Department as determined by the appointing authority, leave or absence without loss of pay or benefits will be permitted for the following reasons:

(a) The members of the Association bargaining committee, not to exceed five (5), for all bargaining sessions between the City and the Association for the purpose of negotiating the terms of a contract or amendments thereto;

(b) Shift representatives, not more than one (1) per shift and Association officers, for reasonable time to counsel, advise potential grievants, or to represent a bargaining unit member at a grievance hearing or in any investigatory meeting from which discipline could result. Shift representatives may enter any Department premises at any reasonable time for such purposes provided that they first secure the approval of their immediate supervisor from their absence from regular duty, and second, that they give notice of their presence immediately upon arrival to the person in charge.

(c) Any Association member who is required to appear as a grievant or necessary witness in a grievance hearing, or a hearing at the Massachusetts Labor Relations Commission.

(d) Release time granted pursuant to this Section for hearings/negotiations away from the employee's work site shall commence no more than one (1) hour prior to the start of the hearing/negotiation session to allow for reasonable travel time. The employee so released shall be required to report back to his/her supervisor within one (1) hour of the conclusion of the hearing/negotiation except when the conclusion occurs within the last hour of the employee's regularly scheduled shift.

Section 2. The Association shall provide to the Department and the City's Office of Labor Relations, and keep updated a list of officers, bargaining committee members and shift representatives. Requests for release time shall be made to the Department's Office of Labor Relations for all grievance hearings. Requests for release time for collective bargaining, arbitration or Labor Relations Commission hearings shall be made to the City's Office of Labor Relations. All such requests shall be made in writing as far in advance as possible and, in no event, later than forty-eight (48) hours in advance.

Section 3. No bargaining unit employee who has completed six (6) months continuous service in the bargaining unit shall be suspended or discharged except for just cause

ARTICLE V

MANAGEMENT RIGHTS

The City reserves and retains the sole and exclusive right to manage, operate and conduct all operations and activities except as specifically and expressly limited by the provisions of this agreement. The City reserves and retains all common law, statutory and inherent managerial prerogatives including the right of the Commissioner of the Boston Police Department to issue rules and regulations and from time to time change, alter or add to such rules.

The failure of the employer to insist in any one or more instances upon compliance with any rule or regulation, policy or procedure, or upon full enforcement of the employer's right under any law shall not be considered a waiver of relinquishment of the right to insist on future compliance of full enforcement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by the union or by an individual employee that an express written provision of this Agreement has been breached. Any incident which occurred, or failed to occur prior to the

effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 2. Grievance shall be processed as follows:

Step #1. The employee and/or the Association, with or without the presence of the aggrieved employee, shall present the grievance in writing within twenty-one (21) days after the employee or union had the knowledge or should have had knowledge of the incident upon which the grievance is based. The written grievance shall be presented to the Deputy Superintendent or his/her designee who shall attempt to resolve the grievance informally.

Step #2. If the grievance is not resolved at Step 1, then within five (5) working days thereafter the grievance shall be submitted in writing to the Office of Labor Relations, Boston Police Department. A meeting between the Director, Office of Labor Relations or his/her designee and the grievant and/or union representative shall be held within ten (10) working days after filing with the Office of Labor Relations. If the grievance is not satisfactorily adjusted at this meeting, there shall issue a written explanatory answer with ten (10) working days of the meeting.

Any grievance of a general nature affecting a large group of employees may, at the option of the Association, be filed at Step 2 of this grievance procedure.

Step #3. If the grievance is not resolved by the meeting or the written response at Step 2, then within five (5) working days thereafter the grievance shall be submitted in writing to the City's Office of Labor Relations. A Step 3 hearing shall be held within ten (10) working days of the filing of the grievance, and a written decision shall be issued within ten (10) working days of the hearing.

Step #4. If the grievance is not resolved at Step #3 then within ten (10) working days of the City's answer or reasons, the Association, and only the Association, may, in any instance, submit the grievance to arbitration. Within the said ten (10) working days written notice of submission shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of its Supervisor. The arbitrator shall be selected in a manner mutually agreed upon by the parties from a rotating panel of not less than three (3) and not more than five (5) arbitrators selected by mutual agreement of the parties. Expenses for the arbitrator's services shall be shared equally by the parties.

Section 3. Written submissions of grievances shall be on forms to be agreed upon jointly, and shall be signed by the grievant and the representative of the Association filing the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the respective City representative(s), as the case may be, and

the Association representatives reaching the agreement. If the City exceeds any time limit prescribed at any step in the grievance procedure, the aggrieved employee and/or the Association may invoke the next step of the procedure. If the Association or grievant exceeds any time limit prescribed at any step in the grievance procedure, the grievance shall be waived.

Section 4. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to, or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article V of this Agreement.

ARTICLE VII

NO-STRIKE CLAUSE

Section 1. No employee covered by this agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppages, slowdown, or withholding or services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and 2 of this Article there shall be no liability on the part of the Association nor of its officers or agents or any monetary damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreement contained in this Article shall be subject to disciplinary proceedings.

ARTICLE VIII

STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the City or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or of the Association to future performance of any such term or provision, and the obligations of the Association and the City to such future performance shall continue in full force and effect.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1. Scheduled Tours of Duty or Work Shifts. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting time and quitting time. Work schedules shall be posted on all Department bulletin boards at all times and copies shall be given to the Association upon request. Employees shall be given reasonable notice of any change in their work shift or work schedule. Except in extreme circumstances, reasonable notice shall mean fourteen (14) calendar days.

The tours of duty (work shifts) may include, but are not limited to the following:

- The hours of tour of duty #1 are from 12:00 A.M. to 8:00 A.M. (Morning Watch);
- The hours of tour of duty #2 are from 8:00 A.M. to 4:00 P.M.;
- The hours of tour of duty #3 are from 4:00 P.M. to 12:00 A.M.;
- Traffic Unit:
 - Morning Shift: 6:00 A.M. to 2:00 P.M.
 - Late Shift: 11:30 A.M. to 7:30 P.M.
- Juvenile Detention Unit:
 - 8:30 A.M. to 4:30 P.M.
 - 10:00 A.M. to 10:00 P.M.
 - 10:00 P.M. to 10:00 A.M.
 - 3:00 P.M. to 10:00 P.M.

Section 2. Scheduling of Overtime In emergencies, or as the need of the service require, employees may be required to perform overtime work, provided

that employees regularly scheduled for a day off or a vacation day will be the last to be called for mandatory overtime on scheduled events. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime opportunities shall be posted and distributed as equitably as possible, and shall be offered first to those employees regularly assigned to perform that work. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Department may be required to work overtime shall count as overtime worked for purposes of determining equitable distribution.

Section 3. Method of Compensation.

A. The rate of pay for all hours actually worked in excess of forty (40) in any payroll week (Wednesday – Tuesday) shall be paid at the rate of time and one half the employees regular hourly rate of pay. For purposes of this section only, paid time off due to work-related disability or union business pursuant to Article IV, Section 1, shall be considered hours actually worked;

B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service;

C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed;

D. An employee who is called in for mandatory service during his vacation shall receive, compensatory time off for each such day of vacation on which he performs mandatory service.

ARTICLE X

COURT TIME

Section 1. An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of the Commonwealth or the City in a criminal or other case pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the city in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United

States Attorney, or at any pre-trial conference or an other related hearing or proceeding, shall be entitled to be carried in a pay status for every hour or fraction thereof during which he was in such attendance or appearance; provided, further, that if any such occasion occurs on an employee's day off or during his vacation, the employee shall receive additional time off commensurate with the time required by his/her required appearance under this Article, and that any employee regularly assigned to the midnight to 8:00 A.M. shift shall have his/her duty assignment changed to the day shift on the days required hereunder.

ARTICLE XI

HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Years Day
Independence Day
Martin Luther King, Jr., Day
Labor Day
President's Day
Columbus Day
Evacuation Day
Veterans' Day
Patriots' Day
Thanksgiving Day
Memorial Day
Christmas Day
Bunker Hill Day

Observance of Holidays— A designated holiday will normally be observed on the calendar day on which it falls, except that bargaining unit members who are regularly scheduled to work Monday through Friday will observe the preceding Friday when the holiday falls on a Saturday, and will observe the following Monday when the holiday falls on a Sunday. For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 8:00 A.M. of each day listed in this Section.

Section 2. When any of the aforementioned holidays falls on an employee's scheduled day off, he/she shall receive, for each such holiday, an additional day off to be taken within thirty (30) days of the holiday.

Section 3. If an employee is not required to work on any of the holidays listed in Section 1 which falls on his/her regularly scheduled workday and does not work the holiday, he/she shall nevertheless be paid his/her regular weekly compensation for that workweek. If an employee is required to work on a holiday

listed in Section 1 which falls on his/her regularly scheduled workday, he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight time basis.

Section 4. The City reserves and retains the right to determine whether an employee who works on a holiday shall receive time off or additional pay. All time off granted pursuant to this Article shall be taken at a time approved by the Appointing Authority.

Section 5. If an employee is absent on account of illness (other than work-related injury leave) on a holiday which is his/her scheduled workday, or if an employee is absent on account of illness (other than work related injury leave) on his scheduled tour or duty immediately prior to, or on his scheduled tour of duty immediately subsequent to, a holiday which falls on a scheduled day off, or if an employee is granted permission to take an unscheduled day off on a holiday which is his/her scheduled workday, such employee shall receive his regular weekly compensation for the week in which such holiday falls but shall not receive additional compensation for such holiday. In addition, the Department may require the employee to provide a signed statement from a physician confirming the necessity of such absence prior to approving sick leave for those day(s).

ARTICLE XII

SICK LEAVE AND PERSONAL DAYS

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one (1) day for each month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless (a) the employee has notified his/her immediate superior of his/her absence and the cause thereof two (2) hours prior to the start of the scheduled work shift (however, employees in the Juvenile Detention Unit must notify their immediate superior of their absence and the

cause thereof four hours prior to the start of the scheduled work shift unless extraordinary circumstances do not reasonably allow for the employee to provide four hours notice) and (b) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the appointing authority may request a signed statement from a physician confirming the necessity for such absence. In addition, the appointing authority may request a letter at reasonable intervals for absences which are occasioned by chronic illness or illnesses.

Section 3. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability (Workmen's) compensation, will result in the payment to him/her of his/her full salary for any particular workweek.

Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (Workmen's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 4. An annual report of sick leave shall be made available upon request.

Section 5. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>/</u>	<u>Cash Redemption</u>
0		5 days' pay
1		4 days' pay
2		3 days' pay
3		2 days' pay
4		1 days' pay
5		0 days' pay

The per diem rate will be the employee's rate on December 31.

During January the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 6. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to

disciplinary action. The Association agrees to cooperate with the City in dealing with problems related to excessive sick leave usage. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) calendar days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave and/or disciplinary action.

Section 7. Physician's Certificate. Notwithstanding any departmental rule or regulation or practice to the contrary, if a physician's certificate is required by the Commissioner as evidence of an employee's absence from work due to chronic illness, for five (5) consecutive days, more than ten (10) days in a calendar year, or instance of suspected abuse, the Department must afford such employee an opportunity to obtain such certificate from a physician in the Department or a physician at Boston City Hospital. If an employee so chooses, he may obtain said certificate from a physician other than a physician described above. In all cases where a certificate is obtained from a physician other than the department physician, the employee shall assume the cost thereof.

Section 8. Personal Leave. On January 1 of each year, all full-time employees covered by this Agreement shall be credited with three (3) paid personal leave days. The employee shall schedule personal days in advance with the approval of his/her supervisor. Such approval shall not be unreasonably withheld. Personal days used shall not count as sick days used for purposes of Managed Attendance Program or in any way affect the employee's right to annual redemption pursuant to Section 5. Personal leave shall not be accumulated, redeemed for monetary payment or carried over to the following calendar year.

ARTICLE XIII

VACATION LEAVE

Section 1. New employees shall be eligible for the following vacation leave:

- a. an employee who starts work before July 1 and who actually works for six (6) months shall be entitled to one (1) week of vacation before December 31;
- b. an employee who starts work on or after July 1 shall receive one (1) week of vacation upon completion of six (6) months of actual service. The Appointing Authority in his/her discretion, may grant an additional week of vacation leave to such employees who were hired after July 1 and who have completed six (6) months of service;
- c. In no event shall the vacation entitlement in (1) (a) or (1) (b) above exceed that established in Section 2. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the effective date of eligibility.

Section 2. An employee who on January 1 has more than six (6) months actual service shall receive two (2) weeks vacation leave.

Section 3. An employee returning from an authorized leave of absence shall receive his or her full vacation entitlement only upon the completion of six (6) months of actual service as defined in Section 1 (c) above.

Section 4 For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the county of Suffolk shall be included in computing actual service.

Service for the sole purpose of determining vacation eligibility in the preceding year pursuant to Section 1 and 2 of this Article shall also include up to twelve (12) weeks of any of the following:

- (a) all paid vacation leave;
- (b) up to four (4) weeks paid sick leave; and
- (c) up to four (4) week military leave; and
- (d) all authorized personal leave.

In addition to the above, up to one (1) year of disability leave (workers' compensation) may be counted toward the length of continuous active service.

Section 5. If an employee transfers into the bargaining unit without a break in service subsequent to January 1 in any given year, all prior service, as outlined in Section 4, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6. Prior to the departure on vacation leave, an employee may be advanced vacation pay up to the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation leave scheduled for such period.

Section 7. Vacation leave allowance shall be paid to an employee who separates from City service on the first available M.A.C. (Monthly Additional Compensation) payroll.

Vacation leave that has been earned and not taken shall not be granted, in time off or in payment in-lieu of vacation for employees who are terminated for cause.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her Department. Subject to the preceding sentence, vacation leave election shall be determined by seniority. Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.

Vacation leave carried over shall not exceed one (1) week, and shall be taken prior to March 31 of the following year.

ARTICLE XIV

LABOR-MANAGEMENT COMMITTEE

Nothing in this Agreement shall prevent the discussion of items of mutual concern at the departmental level during the life of this Agreement. Therefore, the parties agree to the establishment of a Labor-Management Committee to consist of not more than six (6) members; three (3) designated by the Association and three (3) designated by the Department. The Committee shall meet after reasonable notice from either party.

ARTICLE XV

OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each unit, district, division, or bureau, determined by the Appointing Authority or designee, leave of absence without loss of pay sufficient to conduct the following activities will be permitted:

- (a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;
- (c) Inoculation required by the City;
- (d) Blood donations if made on the premises where the employee requesting such leave serves;
- (e) Promotional examinations conduct under Civil Service law and rules for promotion to any position in the services of the Department;
- (f) Medical examinations for retirement purposes;

(g) Attendance at educational programs required or authorized by the City.

Section 2. Military Leave.

Every employee covered by this agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

Section 3. Death in the Immediate Family. Effective upon the execution of this Agreement, three days' leave of absence, with pay, will be allowed an employee with six (6) or more months of active service in the case of the death of his spouse, or anybody in either of the following relationships to the employee or the employee's spouse; father, mother, brother, sister, child or grandparents. These leaves shall begin at the morning roll call following receipt of notice of death, and employees affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relative may be allowed without loss of pay, with an extension of such time in any particular case at the discretion of the Police Commissioner.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, leave for such purposes may be granted at the discretion of the Commissioner to be deducted from sick leave.

An employee with less than six (6) months active service shall be entitled to time off pursuant to the above provision without pay.

Section 4. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Police Commissioner with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so and provided that the Commissioner does not find her work performance is impaired. Maternity leave without pay shall be granted commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery. However, for that portion of maternity leave during which the employee is actually disabled by the pregnancy or birth and which is evidenced by medical documentation satisfactory to the Commissioner, the use of accumulated sick leave shall be granted.

ARTICLE XVI

MISCELLANEOUS

Section 1 Space will be provided in units, districts, divisions, and bureaus at places of assembly of the employees for Association bulletin boards or reasonable

size, to be supplied by the Association, for the posting of announcements relating to Association business.

Section 2. Copies of general orders, special orders, and personnel orders shall be supplied to the Association upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance.

Section 3. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal or competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. Safety and Health. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's supervisor and shall be a subject of grievance hereunder.

The City and the Association shall establish a joint safety committee consisting of not more than three (3) representatives of each party for the purposes of promoting sound safety practices and rules.

Section 5. Access to Personnel Files.

(a) No material originating from the City derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

(b) The employee shall have the right to answer any material referenced in (a) above and his answer shall be attached to the files copy.

(c) Any employee shall have the right, on request at reasonable times, and on his own times, to examine all material in his personnel file which is neither confidential or privileged under law, in the presence of an official in the Personnel Office. A copy of any such material shall be furnished the employee a his request and expense.

Section 6. Employees assigned to the Traffic Unit shall be transported to and from assigned posts by City of Boston vehicles.

Section 7. Bargaining unit employees will be assigned, at the discretion of the Commissioner or his/her designee, to any of the following units: Traffic, Administrative (Headquarters), or the various Districts.

Section 8. All supervisors, at specified intervals, will submit to the Personnel Division a performance evaluation report on each cadet assigned to his/her supervision. If a cadet is not performing his/her duties in a satisfactory manner, he/she shall be recommended for release.

Section 9. Police cadets are appointed under the provisions of Chapter 430, Acts of 1967, and Chapter 174, Acts of 1978, and must be residents of the City of Boston at the time of their appointment and throughout their employment as a cadet. Any person so appointed must be not less than eighteen (18) nor more than twenty-seven (27) years of age and without any felony convictions. In accordance with M.G.L. c. 147 § 21A, "Such appointment shall not be subject to the civil service law or rules; nor shall a police cadet be entitled to any benefits of such law or rules. Such appointment may be terminated by the appointing authority at any time, and shall be terminated . . . in the city of boston whenever a cadet fails to maintain a passing grade in any course of study the appointing authority determines he should undertake, and when he reaches the age of twenty-seven". Pursuant to M.G.L. c. 147 § 21A, cadets who resign after completion of two years of service shall not lose their preference under Article XIX of this Agreement. The terms and conditions of the employment of police cadets are governed by M.G.L. c. 147 § 21A.

Section 10. Police cadets shall have administrative rather than enforcement duties, they shall not carry arms, nor shall they have any arrest powers other than those of any ordinary citizen. They shall never handle alcoholic beverages, drugs, controlled substances, or firearms when these items are in police custody.

ARTICLE XVII

UNIFORMS

Section 1. Uniforms. All employees in the bargaining unit shall be issued the following items upon appointment as a police cadet:

- 3 pairs of pants
- 2 long sleeve (winter) shirts
- 4 short sleeve (summer) shirts
- 2 ties

1 each:

- belt
- rain coat
- rain hat
- hat
- winter hat
- reversible short jacket
- storm coat

pair mittens
pair white gloves
whistle
traffic belt
flashlight w/extension column
badge

Additionally, all cadets assigned to the traffic division shall be issued one (1) Eisenhower jacket.

Clothing or equipment issued pursuant to the above list which becomes unusable due to job-related damage shall be replaced by the Department on an as-needed basis.

Employees shall be responsible for all uniforms and equipment furnished them by the Department and shall return all such uniforms and equipment to the Department upon termination of employment.

ARTICLE XVIII

COMPENSATION

Section 1. Salary.

Modify Section 1 as follows:

- o Effective the first pay period in July 2002 provide a 2 % base wage increase;
- o Effective the first pay period in July 2003 provide a 2 % base wage increase;
- o First pay period in Oct. 2004 provide a 2.5 % base wage increase;
- o First pay period in Oct. 2005 provide a 2.5 % base wage increase;
- o Effective the first pay period after June 30, 2006, 1 % base wage increase;
- o Effective the first pay period after September 30, 2006, 0.5 % base wage increase.

For this contract round (July 1, 2002 to September 30, 2006) retroactive payments for actual, active service shall be made to current bargaining unit members and to those persons who left the bargaining unit during the terms of the contract.

Section 2. Night Shift Differential. Whenever in the course of his/her regularly scheduled service an employee is assigned a night shift (a regular work shift four (4) or more hours of which occur between 7:00 p.m. on one day and 8:00 a.m. on the next succeeding day), he/she shall be paid a night shift differential in the amount of twenty (20) dollars per week. Night shift differential shall not be included . . .

Section 3 Uniform Allowance. Bargaining unit employees shall receive an annual uniform allowance for the purpose of cleaning and maintaining their uniforms and equipment. This allowance is an annual payment and shall not be considered a part of employees' base pay for any purpose. Effective July 1, 1998, the annual uniform allowance shall be one hundred and five dollars (\$105).

ARTICLE XIX

PREFERENCE

Members of this bargaining unit shall be entitled to the following benefits with regard to appointment as a Boston Police Officer after completion of two years service as a cadet, and after otherwise achieving full eligibility to be so appointed (i.e. passing the written exam, psychological exam, medical exam, background check, meeting the MCJTC entrance standards, etc.):

1. One third of each class of police officers appointed subsequent to the execution of this Agreement shall be appointed from the ranks of eligible bargaining unit employees. The parties recognize that in the event that there are not enough eligible bargaining unit employees to fill one third of a class, then the percentage will be less than one third for such class but will include the remaining preference-eligible bargaining unit employees.
2. Nothing in this Article shall require the City to appoint one or more classes of police officers;
3. The provisions of this Article shall not supercede the City's obligation to comply with court orders of decrees and in particular with those orders or decrees regarding the appointment of minority police officers.
4. The provisions of this Article shall not supercede the City's obligation to make appointments to the position of police officer consistent with the requirements of M.G.L. c. 31.

ARTICLE XX

DURATION

This agreement is effective from July 1, 2002 through September 30, 2006 and includes the former duration language of Article XX. Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new collective bargaining agreement.

**BOSTON POLICE CADETS
SALARY SCHEDULE
SCHEDULE A**

Title	Salary Plan	Grade	Comp Rates	Effective Dates		
Police Cadet	BPC	1	hourly \$ 11.05	7/6/2002		
			weekly \$ 386.75	2%		
			annual \$ 20,111.18			
						7/5/2003
				hourly \$ 11.27	2%	
				weekly \$ 394.49		
				annual \$ 20,513.40		
						10/2/2004
				hourly \$ 11.55	2.50%	
				weekly \$ 404.35		
				annual \$ 21,026.23		
						10/1/2005
				hourly \$ 11.84	2.50%	
				weekly \$ 414.46		
				annual \$ 21,551.89		
						6/30/2006
				hourly \$ 11.96	1%	
				weekly \$ 418.60		
				annual \$ 21,767.41		
						9/30/2006
				hourly \$ 12.02	0.05%	
				weekly \$ 420.70		
				annual \$ 21,876.25		

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